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July 18, 2017

## VIA FEDEX

USEPA  
Region II  
290 Broadway, 17<sup>th</sup> Floor  
New York NY 10007-1866  
ATTN: Ms. Sarah Flanagan, Branch Chief,  
NJ Superfund Branch  
Ms. Frances Zizila, Asst. Regional Counsel  
Mr. Juan Fajardo, Asst. Regional Counsel

Eric J. Wilson, Deputy Director  
for Enforcement and Homeland Security  
USEPA  
Region II, Raritan Depot  
2890 Woodbridge Avenue  
Mail Code: MS211  
Edison, New Jersey 08837-3679

**Re: Diamond Alkali Superfund Site - Cash Out Settlements, Lower 8.3 Miles of Passaic (OU2)**

Dear Ms. Flanagan, Ms. Zizila, Mr. Fajardo and Mr. Wilson:

As you know, this firm represents Occidental Chemical Corporation and Glenn Springs Holdings, Inc. (collectively, "Occidental") with regard to the Diamond Alkali Superfund Site ("Site"). As you also know, Langsam Stevens Silver & Hollaender, by Larry Silver, Esq., also represents Occidental and Glenn Springs Holdings, Inc. with regard to the Site.

The purpose of this letter is to obtain EPA's agreement to meet with Occidental as requested by Mr. Silver in prior correspondence with you (copies enclosed). That correspondence expressed that Occidental has concerns that its interests could be compromised by EPA's proposed cash-outs of three (3) of the 20 parties to which EPA recently extended settlement offers. Respectfully, we simply cannot understand EPA's reluctance to engage in a face-to-face meeting with Occidental regarding a matter of significance to the company. I draw on my prior tenure as a Branch Chief at EPA, and my long experience in working with clients and EPA at many Superfund sites in Region 2 and elsewhere around the country, in an attempt to avoid any eroding of the excellent relationship fashioned between EPA and Occidental at the Site. So please bear with me in giving consideration to the following.

Occidental negotiated an Administrative Settlement Agreement and Order on Consent for Remedial Design, CERCLA Docket No. 02-2016-2021 ("Settlement Agreement"), with EPA during the

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Summer of 2016 in what can aptly be described as “record time” so that the project could begin as soon as possible and so that the Settlement Agreement could be executed within a time frame desired by EPA even though there was no legal requirement that Occidental do so. Firming up the relationship between EPA and Occidental was foremost in our minds.

Thus there can be no doubt about Occidental’s commitment and good faith in regard to those negotiations and to the conduct of the Remedial Design.

In fact, Occidental has been performing the Remedial Design at a healthy pace with EPA’s oversight and, as I understand it, to EPA’s satisfaction.

This is not your average Superfund site. Reasonable requests to discuss, in person, issues of concern to the performing party should be honored by EPA without undue reluctance or delay. Under present circumstances involving cash-outs of other parties with remediation responsibilities, which have long term if not permanent effects potentially detrimental to Occidental, I would think that it would be a given that a meeting would be granted to air the facts and issues that are raised.

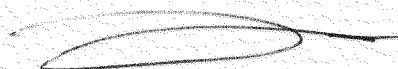
Occidental’s concerns about EPA’s proposed cash-out of three of 20 PRPs are perfectly reasonable. These kinds of concerns are part and parcel of the Superfund settlement process, have arisen thousands of times at Superfund sites across the country and are magnified by the scale and cost of the project at this Site. Considering the issues being raised, including the finality of any settlement that EPA achieves with those parties, Occidental has every right to a meaningful, substantive discussion with EPA.

During the negotiations of the design AOC there were numerous references by both parties to the cooperation and flexibility shown by EPA and Occidental to each other and the expectation that future decisions in the course of the Remedial Design would reflect a similar collaborative approach. (I recall that the term “partnership” was used at the time.) This in no way is meant to doubt EPA’s overriding role, in the public interest, of protecting human health and the environment at the Site.

Accordingly, Occidental renews its request for an in-person meeting with EPA to explore the facts and concerns that Occidental has with respect to the proposed cash-outs.

Thank you and we look forward to your response.

Very truly yours,



Lawrence W. Diamond

LWD  
Enclosure

cc: Eric Schaaf, Regional Counsel at EPA Region 2